car. In the case of an old, crippled, sick, or infirm passenger, where this condition was apparent to the carrier's employees, or would be apparent to them in the reasonable exercise of their duties, it becomes the duty of the carrier to furnish assistance. *St. Louis etc. Ry. Co.* v. *Lee,* 37 Okla. 545; *Central of Ga. Ry. Co.* v. *Madden,* 135 Ga. 205; *Mitchell* v. *Ry. Co.,* 161 Ia. 100. Also it is the duty of the carrier to assist a passenger, where he is called upon to board or alight from a train away from the station, or at a dangerous and unusual place. *W. & A. Ry. Co.* v. *Voils,* 98 Ga. 446; *M. & C. Ry. Co.* v. *Whitfield,* 44 Miss. 466; *Cartwright* v. *Chicago & G. T. Ry. Co.,* 52 Mich. 606. In *Hasbrouck* v. *N. Y. C. & H. R. Ry. Co.,* 202 N. Y. 363, the court said, as *dicta,* that it was the duty of the carrier to assist a woman in alighting, who was travelling with heavy hand luggage. Whether or not it is negligence under all the circumstances, to fail to assist a passenger in alighting, is a question of fact for the jury. *Traction Co.* v. *Flory,* 45 Tex. Civ. App. 233; *So. Ry. Co.* v. *Reeves,* 116 Ga. 743; *Central of Ga. Ry. Co.* v. *Madden, supra.* The court in the principal case laid much stress on these facts: that the paintiff was a healthy young woman accustomed to travel, that she requested no assistance with her hand bag, and also that women resent the laying of hands on their person under any pretense. In view of the above cases it would seem that there was much force in the dissenting opinion in holding that this was properly a question for the jury, and should at the most, only reverse and remand the case for a new trial, instead of rendering a judgment for the defendant in this court.

CARRIERS—TERMINATION OF RELATION—ASSAULT BY MOTORMAN.—A negro passenger who was getting off at the front end of a street-car refused to close the door when told to do so by the motorman. The latter used language which is somewhat deleted in the report, followed the negro a few steps away from the car, and hit him over the head with the "controller." *Held,* the company was not liable for the assault, since the relation of carrier and passenger had been terminated. *Willingham* v. *Birmingham Ry. Lt. & Power Co.,* (Ala., 1919) 83 So. 95.

The weight of authority in this country is probably in accord with the decision of the court. *Hanson* v. *Urbana Ry.,* 75 Ill. App. 474; but see *Wise* v. *Covington St. Ry. Co.,* 91 Ky, 537, *contra.* For discussion of the question involved see 18 MICH. L. REV. 231; 17 L. R. A. (N.S.) 764; 51 L. R. A. (N.S.) 899; ANN. CAS. 1915 C 1223; Id., 1916 E 998.

DEEDS—DELIVERY.—Grantor deposited deed with third person to keep until the death of either grantor or grantee and then to deliver to the survivor. *Held,* delivery is not effectual for it was conditional and not absolute. *Stove* v. *Daily,* (Cal., 1919) 185 Pac. 665.

See *supra,* 18 MICH. L. REV. 330.

DEEDS—DELIVERY TO GRANTEE NOT ABSOLUTE.—In an action on a fire insurance policy, it was contended by the insurance company that the policy had become null and void because of the violation of the common provision with reference to a change in title of the insured property. It appeared that